

31 AM
March 26, 2004
[Date]

Lansing
[City]

Michigan
[State]

2376 Wieman Road, Beaverton, Michigan 48612
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 16,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

Howard LaDuke, Jr.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.00 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(b) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on May 1, 2004.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 30, 2014,

, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at ,

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 191.58

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I own under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

EXHIBIT A

Form 3200 12/83
Amended 5/91

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do three things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

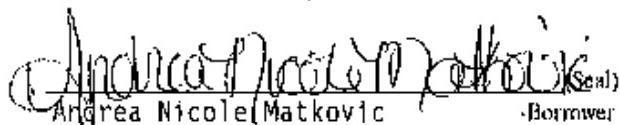
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full or all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Andrea Nicole Matkovic
(Seal)

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

[Space Above This Line For Recording Data]

MORTGAGE

310 AM
THIS MORTGAGE ("Security Instrument") is given on March 26, 2004.
The mortgagor is Andrea Nicole Matkovic, an unmarried woman

1604 Biltmore Blvd

whose address is
Lansing, Michigan 48906
("Borrower"). This Security Instrument is given to

Howard LaDuke, Jr., an unmarried man

and whose address is 2376 Wieman Road, Beaverton, MI 48612

("Lender"). Borrower owes Lender the principal sum of
Sixteen Thousand Five Hundred Dollars and Zero Cents
Dollars (U.S. \$ 16,500.00). This debt is evidenced by Borrower's
note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt,
if not paid earlier, due and payable on April 1, 2014. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph
7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and
convey to Lender with the power of sale, the following described property located in

Gladwin County, Michigan:
Lots 422 and 423, Whitney Beach No. 8, Hay Township, Gladwin County, Michigan, as
recorded in Liber B of Plats, Page 30, Gladwin County Records.

which has the address of

2376 Wieman Road, Beaverton,

Michigan

48612

("Property Address");



Attended 5/9
From 3200 12/83

MULTISTATE FIXED RATE NOTE-Single Family-FINANCING INFORMATION INSTRUMENT

EXHIBIT

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) Default

of my overdue payment of principal and interest, I will pay this late charge promptly but only once on each late payment of any days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% annual days plus interest.

If the Note Holder has not received the full amount of any monthly payment by the end of **15** fifteen

(A) Late Charge for Overage Payments

6. BORROWERS PAYMENT TO PAY AS PENDING

payments under this Note or by sending a check payable to me. It is agreed and understood that payment will be made under this Note or by sending a check payable to me. The Note Holder may choose to make this refund by reducing the principal or over exceeding portioned amounts will be refunded to me. The Note Holder may choose to make this refund by reducing the principal or over the amount necessary to reduce the charge to the permitted limits and (ii) any sums already collected from me which he received by the amount necessary to reduce the charge to the permitted limits, then: (i) any such loan charge should join charges collected or to be collected in connection with this loan charge, is finally interpreted so that the interest or other

7. LOAN CHARGES

changes in the due date or to the amount of my monthly payment unless the Note Holder agrees in writing to those changes. I may make a full payment of principal that I own under this Note. If I make a partial prepayment, there will be no

of my prepayments to reduce the amount of principal that I own under this Note. The Note Holder will take all

a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I have the right to make payments of principal at my due before they are due. A payment of principal only is known as

4. BORROWERS RIGHT TO REFUSE

My monthly payment will be in the amount of U.S. \$ 191.58

(B) Amount of Monthly Payments

and a different place if required by the Note Holder

I will make my monthly payments at:

I still owe monies under this Note. I will pay those amounts in full on that date, which is called the maturity date. I may owe under this Note. My monthly payments will be applied to interest before principal. On April 1, 2014

I will make these payments every month until I have paid all of the principal and interest described below. I will make my monthly payments on the **1st** day of each month beginning on May 1, 2004

I will pay principal and interest by making payments every month.

(A) Time and Place of Payments

3. PAYMENTS

The interest rate required by this Section 2 is the rate I will pay both before and after my default described in Section 6(b) of this Note.

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **7.00 %**.

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **7.00 %**.

Under this Note is called the "Note Holder". Under this Note, the lender or anyone who makes this Note my trustee and who is entitled to receive payments

that the Lender may transfer this Note. The Lender is called the "Note Holder".

Howard LaDuke, Jr.

In return for a loan that I have received, I promise to pay U.S. \$ **16,500.00** "principal", plus interest, to the order of the Lender. The Lender is

2. INTEREST

Under this Note may transfer this Note. The Lender or anyone who makes this Note my trustee and who is entitled to receive payments

that the Lender may transfer this Note. The Lender is called the "Note Holder".

Howard LaDuke, Jr.

In return for a loan that I have received, I promise to pay U.S. \$ **16,500.00** "principal", plus interest, to the order of the Lender. The Lender is

1. BORROWERS PROMISE TO PAY

[Property Address]

2376 Wileman Road, Beaverton, Michigan 48612

MI., [State] [Date]
March 26, 2004

NOTE

EN/2 | Page 11

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ANSWER

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1105

1280.1153

See NICOLE MATKOVIC

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

This Note is a written instrument with limited variations to some provisions. In addition to the provisions given to the Note Holder under this Note, a Mortgagee, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, provides the Note Holder with power to cause which may in fact keep the promissory note intact in this Note. However, if the Note Holder under this Note, a Mortgagee, Deed of Trust or Security Deed or the "Security Instrument", dated the same date as this Note, provides for the Note Holder to make payment in full of all amounts Security Instrument debtors law and under which may be required to make immediate payment in full of all amounts owing under this Note. Some of those conditions are described as follows:

10. UNIFORM SECURITY NOTE

I and my other person who has obligations under this Note waive the rights of presentation and notice to another person who has obligations under this Note to demand payment of amounts due. "Notice of default" means the right to require the Note Holder to give notice to other persons that have not been paid.

WAVES 6

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note.

8. ORIGINATIONS OF PERSONS UNDER THIS NOTIFICATION

Unless applicable law requires a different method, any notice shall mean to the Note Holder that Note will be given by delivering it or by mailing it by First class mail to the Note Holder at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

STORION JO DNIAD 'U

(2) Payment of travel, training & costs and expenses incurred by the member for the purpose of attending the meeting or conference.

(D) Never buy Note Holder
Even if, at a time when I am in detail, the Note Holder does not require me to pay him immediately in full as described above, he Note Holder will still have the right to do so if I am in default at a later time.

11) And in detail the Note Holder may send me a written notice telling me that it is not paid the amount due for a certain date, the Note Holder may require me to pay immediately the full amount of principal with less than 30 days after the date he notice is delivered to me.

Michigan 48612 ("Property Address")

2376 Wteman Road, Beaverton,

which has the address of

recorded in Liber 8 of Plots, page 30, Gladwin County Records.
 Lots 422 and 423, Township Ranch No. 8, Hay Township, Gladwin County, Michigan, as
 Gladwin County, Michigan

Lender with the power of sale, the following described property located in
 under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant and
 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements
 extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph
 instrument secures to Lender (a) the repayment of the debt by the Note, with interest, and all renewals,
 if not paid earlier, due and payable on April 1, 2014. This Security
 note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt,
 Sixteen Thousand Five Hundred Dollars (\$16,500.00). This debt is evidenced by Borrower's
 and whose address is 2376 Wteman Road, Beaverton, MI 48612

Howard LaDuke, Jr., an unmarried man

("Borrower"). This Security Instrument is given to
 1604 Blitmore Blvd
 Lansing, Michigan 48906
 whose address is

The mortgagor is Andree Nicole Mackovic, an unmarried woman
 THIS MORTGAGE ("Security Instrument") is given on March 26, 2004.

MORTGAGE

[Space Above This Line For Recording Data]

Borrower shall promptly discharge any debt which has priority over this Security Instrument unless Borrower (a) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers an enforcement of the lien in, legal proceedings which is in the Lender's opinion unfair to Lender; or (c) secures from the Lender the holder of the instrument an amendment of the instrument which relieves Lender of the lien.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

JHS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with unequal areas of record.

TOGETHER WITH all the improvements now or hereafter erected on, the property, and all easements, fixtures now or hereafter a part of the property. All replaceable parts and additons shall also be surrendered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

8. Mortgage Insurance. If Lennder requires mortgagel insurance as a condition of making the loan secured by this Borrower's telephone equipment, the premium shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the Borrower shall pay the premium required to maintain the mortgage insurance in effect, Lennder agrees to reimburse the Borrower for the amount paid by him.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth above.

Section 111 (Interim), appearing in section 1, part 1, of the bill, does not have to do so.

7. Protection of Lenders' Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or if there is a default proceeding in bankruptcy, for non-delivery or forfeiture or otherwise to satisfy all or any part of the value of the Property (such as a legal proceeding in bankruptcy), then may subsequently affect Lenders' rights in the combined in this Security Instrument that may affect Lenders' rights in the Property. It Borrower fails to perform the covenants and agreements contained in the leasehold and the leases held and the fee title shall not merge unless Lenders' rights in the Property, the leasehold and the fee title shall not merge.

Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires the title

Unless Lessee, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the prepayments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums received by the lessee from the instrumentality prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, instructions provided shall be applied to a maximum amount equal to the lesser of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not assessing. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is any excess and to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that he insures under a claim, then Lender may collect the insurance proceeds. Lender may sue the insurance carrier to recover the difference or to pay some amount specified by the Security Instrument, whether or not there

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which Lender may make good to Lender's loss if there is damage to the property or if there is a claim for personal injury or death.

15. Governing Law: Separability. This Security Instrument shall be governed by federal law and the law of the state wherein it was executed. In the event that any provision of this Security Instrument is held to be invalid or unenforceable, such provision shall be severed from the rest of this Security Instrument and the Note shall remain in full force and effect.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless otherwise specified in the instrument. The notice shall be directed to the Borrower at the address set forth above or to such other address as Borrower may designate in writing. Any notice given to Borrower shall be deemed to have been given to Borrower or Lender when delivered to Lender's address stated herein or to any other address Lender designates by notice to Borrower.

12. Successors and Assigns; Joint and Several Liability; Co-signees. The covantees and agreeements of this Security Instrument shall bind and benefit the successors and assigees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Assigee for all amounts due under this Security Instrument and all other obligations of Borrower hereunder, notwithstanding any agreement to the contrary.

The Proprietary or to the sum or sums specified by his secretary, remitted annually to him, and the lessor shall have the benefit of the same.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers secured by this Security Interest are not being maintained, Borrower fails to make such repairs within ten days after

In the event of a total taking of the Property, the Proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the security instrument, whether or not then due, with any excess paid to Borrower and Lender otherwise than by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the total amount of the sums secured by this Security instrument shall be reduced by the amount of the Proceeds unapplied by the Borrower in the taking, the total amount of the sums secured immediately before the taking divided by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, or less than the amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums

10. Compensation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby

e option of Lennder, if mortgagor fails to make monthly and for the period until Lennder receives payment in full, unless otherwise provided in the coverage (in the amount and for the period until Lennder receives payment in full).

Form 3D23 Page 5 of 6 Page 1

21. Acceleration of Agreement in this Security Interest prior to acceleration following Borrower's breach of any covenant or agreement in this Security Interest prior to five notice to Borrower prior to acceleration unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the right to cure the default or an arrears as set forth in the notice may result in acceleration of the loans secured by this Security Interest, foreclose by judicial proceedings and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may negotiate immediate payment in full of all sums secured by this Security Interest without further demand and may invoke the power of sale and any other remedies provided by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of the trustee.

on

payments would be made. The notice will also contain any other information required by applicable law.

19. **Rate of Note; Change of Loan Service.** The Note or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the beneficiary (know as the "Loan Servicer"), that collects monthly payments due under the Note and this Security instrument (know as the "Loan Servicer"), Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The note will state the name and address of the new Lessor Servicer and the address to which payments will be made.

1

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security instrument rescinded at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rescission) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are that Borrower (a) pays Lentor all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as lender may reasonably require to assume the loan or otherwise discharge the obligation.

19. Borrower's Obligation to Pay. This Security instrument is a personal obligation of Borrower and shall remain fully effective as it is accelerated. However, this right to remitate shall not apply in the case of acceleration upon reassignment by Borrower, this Security instrument and the obligations secured hereby shall remain fully payable and Borrower's obligation to pay the sums recited by this Security instrument shall continue unchanged.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Secuity instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Secuity instrument without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one copy of this Agreement and of this Security Instrument.

My Comm., Exptes May 29, 2004
Notary Public, Eaton County, MI
Karin Camille Bulger

This instrument was prepared by

(Seal)

County, Michigan
Notary Public

Eaton
Karin Camille Bulger

My Commission expires: May 29, 2004

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
free act and deed.

I did examine and read the same and did sign the foregoing instrument, and that the same is
, the individual(s) who executed the foregoing instrument and acknowledged that

said County and State, personally appeared Andreia Nicole Mackovic
On this 26th day of March, 2004 , before me, a Notary Public in and for

STATE OF MICHIGAN
Kenton County Seal

3157

[Sign Below This Line For Acknowledgment]

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall
amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this
Security Instrument. [Check applicable box(es)]
- Adjustable Ride
 - Grandunited Payment Rider
 - Planified Unit Development Rider
 - Rule Improvement Rider
 - Second Home Rider
 - V.A. Rider
 - Balloon Rider
 - Biweekly Payment Rider
 - Family Rider
 - Other(s) [Specify]

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file an
application in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney fees
by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be
passed to the following: (a) to all expenses of the sale, including, but not limited to, reasonable attorney fees
by applicable law, Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be
disclosure of this Security Instrument without charge to Borrower.

If Lender invokes the power of sale, Lender shall give notice of sale to the owner in the manner provided in
paragraph 14, Lender shall post the notice of sale, and the Property shall be sold in the manner prescribed
by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be
applied to all sums secured by this Security Instrument and (e) any excess to the person or persons legally entitled to it.
(d) to all sums secured by this Security Instrument and (e) any excess to the person or persons legally entitled to it.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file an
application in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney fees
by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be
disclosure of this Security Instrument without charge to Borrower.

EXHIBIT

U.S. Bankruptcy Judge

Dated

12-31-04

JGK

of Title 11 of the United States Bankruptcy Code.

effective despite any conversion of this bankruptcy case to a case under any other chapter notwithstanding the provision of FRBP 4001(a)(3), this Order shall be binding and effective immediately upon entry by this Court.

Inasmuch, is hereby noted, this Order is effective immediately upon entry by this Court.

Electronic Registration Systems, Inc., as nominee for Lender and Lender's successors and assigns, is hereby directed to file a motion for Lender and Lender's successors and assigns, to effectuate Registration Systems, Inc., as nominee for Lender and Lender's successors and assigns, to effectuate immediate stay as to the Movant, Mortgagee

IT IS HEREBY ORDERED that the Automatic Stay as to the Movant, Mortgagee

of the proceeding, and the Court being fully advised in the premises

be treated as an unsecured debt; and the Court being in receipt of the Motion and Certificate

to applicable state law and procedure, and any deficiency on the sale of this property shall

be filed in this location; and any surplus on the sale of this property shall be distributed pursuant

\$92,375.52, which includes but is not limited to \$700.00 for the Attorney fees and costs for

of the property is \$110,000.00; and the current debt owing to Movant is approximately

located at 2376 Watson Rd, Beaverton, MI 48612-9454; and the approximate market value

Moving, Mortgagee Electronic Registration Systems, Inc., as nominee for Lender and

Lender's successors and assigns, by and through its attorney, Tom A. Trot, P.C., having

filed a Motion For Relief From The Automatic Stay with respect to the real property

Order Granting Relief From The Automatic Stay and Waiving

THE PROVISION OF THE MORTGAGE

ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND WAIVING

To: Address: N. Milwaukee
Chapter 7 No. GL-04-13723
Debtors: Hon. James D. Gregg

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Phone: 248-662-3662
Fax: 248-662-3515
4002-1822
Southgate, MI
Suite 200
Trotter & Trotter, P.C.
3000 Tricor Park Rd

EXHIBIT C

E4h:6:4 "A"

ALAN D. WALTON (P31786)
UAW Legal Services Plan
Automotive for Mackville & Cuero
Former Smith Colleagues
Mark H. Cuadra
Lansing, MI 48903-2103
Telephone: (517) 371-8100
4139 Wilder Road
Day City, Michigan 48706
Telephone: (989) 684-3300

Defendant

SERVICES,
RESIDENTIAL APPROVAL
AND ASSOCIATES, INC., d/b/a
Individual, and d/b/a RENBOLD
THOMAS A. RENBOLD,
INVESTMENTS, and
PREMIER PROPERTY
KLIN, Individual, d/b/a
COMPANY, and BRAIDLEY
d/b/a MICHIGAN TITLE
KERNMORE INVESTMENTS, INC.
TROTTER & TROTTER, PC, and
REGISTRATION SYSTEMS, AND
MORTGAGE ELECTRONIC
BNC MORTGAGE, INC., and
d/b/a CHARTER FUNDING, and
FINANCIAL CORPORATION,
DECISIONS, and FIRST MAGNUS
AMERICAN MORTGAGE
MORTGAGE HOTLINE, INC., d/b/a
PROPERTY INVESTMENTS, and
INDRAEA MATKOVIC, and
ANTHONY GUERRERO,
V
CASE NUMBER: 05-1905-CH

Plaintiff

HOWARD J. LADURKE, JR.

IN THE SIXTH CIRCUIT COURT
STATE OF MICHIGAN

AMD until approximately March 15, 2004.

waterfalls in Gladwin County. Plaintiff was an employee and agent of Michigan, including attorney the lending of money secured by real property located in Gladwin County, Michigan 48917, and is doing business in Gladwin County, whose resident agent is Rick Bradwell, 428 South Crystal Road, Suite A, DECSIONS (hereafter referred to as "AMD") is a Michigan Corporation.

3. MORTGAGE HOLDING, INC., d/b/a AMERICAN MORTGAGE

Counterclaim to this court,

District Court, and appealing to the Transfer of LaDuke's LaDuke (hereafter referred to as "LaDuke") in the Gladwin County filing the a summary proceeding action against Defendant Howard ultimately subjected themselves to the jurisdiction of this court by and ANDREA MATKOVIC (hereafter referred to as "Matkovic")

2. Defendant TONY GUBERRO (hereafter referred to as "Guberro")

Gladwin, Michigan

Lots 422 and 423, Whitney Beach No. 8, Hay Township,

sited in Gladwin County, Michigan more fully described as follows:
1. The subject matter of this action (hereafter referred to as "premises") is

JURISDICTION

comes this Amended Complaint in this matter, as follows:

Howard J. LaDuke, Jr., and by his attorney, UAW Legal Services Plan, hereby

VIRGINIA SECOND MILE COMPLAINT

debt collection and conducting mortgage foreclosure sales by advertisement.

48025, doing business in Gladwin County, Michigan, including debt collection.

A. TMI, 30400 Telegraph Road - Ste 200, Birmingham Farms, Michigan

Michigan professional service corporation whose registered agent is David

7. Demand THAT A TRUST, PC, (hereinafter referred to as "Trust") be a

proceeding against the trustee.

mortgagors in Gladwin County, Michigan, and including foreclosure

suing as the nominee of lessors of money received by real property

registered agent, doing business in Gladwin County, Michigan, including

INC. (hereafter referred to as "MRS") is a foreign corporation, with no

6. Defendant MORTAGE ELECTRONIC REGISTRATION SYSTEMS,

property mortgages in Gladwin County, Michigan

Gladwin County, Michigan, including the lending of money secured by real

601 Abbott Road East Lansing, Michigan 48823, and in doing business in

corporation, whose resident agent is CSC - Lawyers Incorporating Service,

5. Defendant BNC MORTGAGE (hereafter referred to as "BNC") is a foreign

agent of Charter between March 1, 2004 and April 6, 2004.

mortgages in Gladwin County, Michigan. Charter was an employee and

Michigan, including among the lending of money secured by real property

Birmingham Farms, Michigan 48025, and its doing business in Gladwin County,

whose resident agent is The Corporation Company, 30600 Telegraph Road,

corporation, d/b/a Charter Funding (hereafter referred to as "Charter"),

4. Defendant FIRST MAGNU'S FINANCIAL CORPORATION is a foreign

1994.

an extended disability from his employment because of the condition since

12. Plaintiff suffers from a bilateral disorder and has been under medical care and

treatment in 2003 and continues living together at that address.

approximately know as 1601 Bluewater Boulevard, Lansing, Michigan as Julian

11. Upon information and belief, Querero and Martinez regularly resided real property

FACTUAL ALLEGATIONS

Plaintiffs in Gladwin County, Michigan.

including appraisals properties proposed to be received by real property

referred to as "Reinbold", aka business in Gladwin County, Michigan,

A. Reinbold, its last known principal, individually (hereinafter collectively

APPRAISAL SERVICES is a dissolved Michigan Corporation and Thomas

10. Defendant REINBOLD AND ASSOCIATES, INC., d/b/a RESIDENTIAL

Partnership.

Querero as Premier Property Investments, a proposed Michigan Co-

Lamel, Lansing, Michigan 48912 is an individual doing business with

9. Defendant BRADLEY KLINE, (hereafter referred to as "Kline"), 911

Gladwin County, Michigan.

measuring title to lands of money received by real property mortgages in

4941 and is doing business in Gladwin County, Michigan, including

whose resident agent is James Querero, 429 Wedover, Muskegon, Michigan

"Kemore", is a Michigan Corporation, d/b/a Michigan Title Company,

8. Defendant KNMORE INVESTMENTS, INC. (hereafter referred to as

- obtaining home equity financing for his home.
- details, Makovic contacted LaDuke and indicated he would advise LaDuke to
20. Approximately 20 minutes after Makovic finally advised LaDuke of the
until several weeks later.
19. Upon information and belief, Makovic did not advise LaDuke of the detail
that it would deny LaDuke's mortgage application.
18. Upon information and belief, on or about March 3, 2004, AMD informed
Makovic's title poly to Melkovic for a purchase price of \$110,000 and a
- co-attainment number 04-50133. Said co-attainment proposed to provide an
owner's title poly to Melkovic for a purchase price of \$88,000.
17. On or about March 3, 2004, ineffective at 7:00 A.M., Kenmore issued the
announced a scheme to defraud LaDuke of his home and BNC of its funds.
16. Upon information and belief, prior to March 3, 2004, Makovic and Cheema
shared bank information in Cheema's
15. Upon information and belief, Makovic provided LaDuke's financial and
his financial affairs.
- problems, including lapses in short term memory and an inability to handle
financial information, and details regarding his deteriorating mental health
14. Prior to March 3, 2004, Makovic requested, and LaDuke provided, personal
and twice the State Equalized Value of his home was \$94,714.
- Makovic. At the time he owed approximately \$19,000 on a first mortgage
equity loan of approximately \$13,000, defaulting primarily with AMD absent
13. In early 2004, LaDuke contacted AMD for the purpose of obtaining a home

A. Price \$110,000;

The terms of said agreement were as follows:

Guerrero prepared said agreement and presented it to the parties for signing.
Agreed to sell the premises to Makarovic. Upon information and belief,
Purchase Agreement was executed date of March 23, 2004, in which LaDuke
27. On or after March 23, 2004, Makarovic and LaDuke allegedly entered into a
and occupancy of the premises.

To insure the premises effective March 23, 2004, with Makarovic as the owner
Insurance quote from Farm Bureau General Insurance Company of Hutchinson
26. On or before March 23, 2004, Guerrero and/or Makarovic requested an
title insurance of \$50,000.

25. On or about March 15, 2004, Kountze issued a statement to Charter for its
on March 9, 2004.

LaDuke's husband, Hutchinsons Financial, which provided access to Charter
24. On or before March 9, 2004, Charter requested a payoff statement from
the premises, which was completed on or about March 11, 2004.

23. On or about March 8, 2004, Guerrero ordered an appraisal from FirstWorld for
Makarovic, had denied.

Charter would provide the mortgage financing thru A.M.D., through its agent
between March 3, 2004, and March 31, 2004, and let LaDuke to believe that

22. Guerrero, as an agent of Charter, entered contract with LaDuke some time
LaDuke that Makarovic proposed to purchase his home.

21. At no time on or before March 31, 2004, did Makarovic or Guerrero advise

34. On March 31, 2004, Gutierrez conducted a closing of the transaction services from Premier Property at its agents.
- Premier Property or its partners for any services, nor did he receive any
33. Gutiérrez had no knowledge of valid insurance, and had no agreement with amount of \$28,000.
- Invoiced to Karmoche charging LeDuke for Premier Management in the
32. On March 30, 2004, Gutierrez and Klein submitted a Premier Property
31. On March 30, 2004, HNC issued a mortgage commitment to Malcovito, money mortgagor of the premises in the amount of \$16,500.
- to be prepared a mortgage and note from Malcovito to LeDuke for a purchase
30. On or before March 26, 2004, Gutierrez and/or Malcovito prepared, or caused Malcovito.
- LeDuke's Disbursement Statement on behalf of Charter for presentation to
29. On March 24, 2004, Gutierrez generated a Good Faith Estimate and Truth in mortgagor.
- Malcovito to believe it was a document necessary to the processing of his
28. Gutierrez listed LeDuke as to the nature of the purchase agreement, leading F. Payment money deposit \$0.
- B. \$250 escrow as security for possession by April 13, 2004;
- D. Closing on or about April 1, 2004;
- C. Seller financing \$16,500;
- B. New Loan \$88,000; Mortgage commitment by March 31, 2004;

shortridge note from Makarovic in the amount of \$16,500, with monthly

43. Pursuant to the affidavit previously filed, Makarovic was to receive a

documents.

40. At the closing Makarovic and LeDuke signed various other standard closing

fees at BNC in the amount of \$98,000, with monthly payments of \$603.90.

39. At the closing Makarovic signed a mortgage on the premises and note in

paragraph 30 above, with the date altered by hand to March 31, 2004.

38. At the closing Makarovic signed the note and mortgagor released in

B. She had seven liabilities totaling \$41,960.

D. She had three listed assets for a total value of \$43,000;

C. Her income was \$150 per month;

B. She was employed as president of Makarovic Cleaning Services;

A. She had resided at 1604 Billmore for 2 years;

prepared by attorney indicating the following:

37. At the closing Makarovic signed a Uniform Residential Loan Application

BNC to make the loan.

36. One or more of the above documents by their terms were signed to induce

C. Occupancy affidavit.

B. W-9 (Request for Taxpayer ID Number);

A. Borrower Certificate;

closing;

indicate her intention to occupy the premises as her primary residence after

35. At the closing, Makarovic signed the following documents, all of which

this court.

summary proceeding action which resulted in the transfer of this record to

52. On about September 23, 2004, Makarovic and Guemore initiated the

51. Makarovic failed to make payments on the underlying mortgage

mortgage payments, LADuke was unable to remain owner,

50. In part because the payment on said loan was nearly twice his previous

toward a purchase price of \$90,000.

49. The two year lease required monthly payments of \$950.07 with a 5% addi-

dition to "Principes" with LADuke.

48. On or about April 6, 2004, Guemore entered into a "Recidential Lease With

Landlord.

47. Upon information and belief, Guemore returned the original \$16,500 note to

returning the \$16,500 note.

46. After the closing, Guemore did not record the Balduke/LADuke mortgage

45. At the closing, Guemore did not retain the occupancy escrow of \$250.

Partieship Premier Properties.

44. At the closing Guemore disbursed \$28,000 to the Guemore and Kline

43. At the closing Guemore disbursed \$8,836.08 to LADuke,

to any of the parties.

42. At the closing Guemore acted as LADuke's closing agent and retained a fee

cash.

payments to LADuke in the amount of \$191.56; and approximately \$38,500

- and its true value which Ramboed appraised at \$110,000.00.
- in a gross discrepancy between the benefit received by LaDuke for this home conspired to liquidate and retain LaDuke's equity in the premises, resulting
59. Makovic and Querero, being aware of LaDuke's poor financial condition,
- other financing within two years.
- sufficient to cover the BNC mortgage loan, and that LaDuke would obtain
- or investment property. She anticipated that LaDuke would make payments
- intention to do so. Nor did she intend to purchase the premises as a business
58. Despite her stated intention to reside in the home, Makovic had no actual

EQUITABLE MORTGAGE COUNTI

following:

57. Each paragraph above is redacted and incorporated into each count
- amount due of \$91,536.94.
56. Trout has advertised a foreclosure sale date of February 25, 2005, claiming an
- January 4, 2005.
- count, the entry of an order granting relief from stay as to the premises as
55. MERS, through its attorney, Trout, sought and obtained from the bankruptcy
- Chase Mortgage, an entity not appearing in the chain of title.
- would surrender the premises to the secured party, whom she identified as
54. As part of the bankruptcy, Makovic filed a Statement of Intention that she
- in the Western District of Michigan.
53. On about November 8, 2004, Makovic filed a chapter 7 bankruptcy action

- on a mortgage amount of \$88,000.00.
67. The amount demanded by BNC, MERS and Town is \$91,536.94 and is based
on a ~~deed~~ note.
66. Makarovic's interest in the property on March 31, 2004, was limited to that of
an equitable mortgage securing the \$59,905.81 paid to or on behalf of
Laduke.
65. The interest in the premises claimed by BNC, MERS and Town is limited to
that which Makarovic held on said date
and required at Liber 719, Page 802, Gladwin County Records.
64. Defendants BNC and MERS claim to hold a mortgage on the premises by
virtue of a mortgage document executed by Makarovic on March 31, 2004.
Guererro's fraudulent scheme.
63. Laduke and Defendants BNC and MERS were victims of Makarovic's and

COUNT II
QUIET TITLE

- transaction.
- Makarovic committed fraud by misrepresenting various aspects of the
agreement for Charter, committed fraud by misrepresenting various aspects of the
62. That in order to obtain funds, Makarovic and Guererro, individually and as
husbands
61. By virtue of the foregoing, the warranty deed executed by Laduke to
payment of \$8,836.08 recorded at closing,
serve as a security for the \$59,905.81 received from Makarovic, in view the
60. The warranty deed executed by Laduke on March 31, 2004 was intended to

The premises and any equity he may have had in it.

76. As a result of said denial, LADuke suffered damages, including the loss of equally loan application.

75. Upon information and belief, AMI unsuccessfully denied LaDuke's home application.

74. Upon information and belief, AMD did not properly process Latecke's loan
collateralizing any interest on the loan.

72. The Annual Percentage Rate in excess of 34% was not disclosed to LaDuke, provide required disclosures to LaDuke.

73. The legal limit for private real property loans in Michigan is 11% and the penalty for loans in excess of that amount is that the lender is barred from

71. Upon information and belief, AMD, BNC and Markevic failed to
comply with § 15 U.S.C. § 1601 et seq.

70. The proposed transaction between LaDuke and AMD, and later Lattice and BNC; and the resultant equitable mortgage between LaDuke and Matkovic 71 consolidated a consumer credit transaction within the meaning of the Truth in

TRUTH IN LENDING/USURY COUNT III

outstanding balance of the equitable mortgage.

⁶⁹ LaDuke is entitled to a partial release of all claims in excess of the

-15-

68. LADakie is entitled to credit for payments made to Melikovic or on her behalf, which are not properly reflected in the amount claimed by BNC, MERS and

86. Reinhbold had a duty to provide an accurate valuation of the property.
85. LaDuke suffered damages as a result of Keenmoe's breach of its duty.

receive.

84. Keenmoe mishandled funds and documents that LaDuke was entitled to
transact.

to properly administer the funds and documents generated from the

83. As the closing agent for the transaction, Keenmoe was obligated to LaDuke
make.

82. LaDuke suffered damages as a result of the improper release of confidential
scheme to defraud LaDuke.

81. The information obtained allowed Makovic and Guterre to further their
LaDuke's privacy rights.

agent Guterre without LaDuke's knowledge or permission, in violation of
transactional information regarding LaDuke to be released to Charter and its

80. AMD, through its agent Makovic, allowed confidential personal and

COUNT IV BREACH OF DUTY/NEGLIGENCE

of the premises and any equity he may have had in it.
79. As a result of Charter's actions, LaDuke suffered damages, including the loss
authorization of agreement,

the purchase of the premises from LaDuke without his knowledge,

78. Charter, through its agent Guterre, issued a new mortgage application for
LaDuke without his knowledge or authorization.

77. Charter, through its agent Guterre obtained confidential information about

appraisal on the property in the amount of \$110,000.

96. Shortly after receiving the results of the search Goulette ordered an

arrest of a purchaser and proposed borrower.

Goulette, as an agent of Charter, initiated a title search on behalf of

95. Prior to the time that Makrovoi denied the loan application through AMD,

marked directly and to demand liability of the entity in his name.

94. Makrovoi and Goulette initiated a scheme to take advantage of LaDuke's

FRAUD COUNT VI

93. They are not entitled to retain the fraudulently obtained funds.

Intentional perpetration of that fraudulent scheme to obtain money.

92. The invoice and payment history documents were presented at closing in

91. There was no consideration for the \$28,000 paid to them at closing.

misappropriation of any other services to LaDuke.

90. Neither Goulette nor Kline nor their partnership provided property

UNJUST ENRICHMENT COUNT V

89. LaDuke suffered damages as a result of Reimbولد's breach of its duty.

without excess funds.

88. Reimbولد overvalued the property, which allowed Makrovoi and Goulette to

approximately \$95,000 in March of 2004.

87. Upon information and belief, the property had a market value of

Malkovite and Guererro.

104. AMD and Cramer ate liable for the fraudulent acts of their agents.

\$25,000 and the loss of record title ownership of his home.

105. As a result of Malkovite's and Guererro's representation, LaDuke's

told upon Malkovite and Guererro's representations when he signed them,

106. LaDuke did not comprehend the nature of the documents he signed and

were for this purpose.

107. LaDuke is home equity loan, and that the documents he signed at the closing

well as those made on March 31, 2004, that the loan closing he attended was

108. LaDuke relied on the above representations of Malkovite and Guererro, as

to seal most of LaDuke's equity.

109. At this time he made the above representation, Guererro knew it was false.

Character:

99. Guererro then contacted LaDuke and falsely represented to LaDuke that he would arrange home equity financing in the amount of \$13,500 through

home.

98. At the same she made this representation, she knew it was false, having

lending through his employer, Charter.

97. When Malkovite detailed the loan application, she falsely represented that her boyfriend and Guererro, would be able to provide LaDuke's home equity

initial.

- D. Declarative the March 31, 2004, deed from LaDuke to Makovice and purchase money mortgage from Makovice to LaDuke to be void as collection of principal only.
- C. Determine fair and reasonable terms for the repayment of the equitable an equitable mortgage.
- B. Declare that the transaction between Makovice and LaDuke constitutes of the parties can be determined.
- A. Provide injunctive relief during the pendency of this action pending the foreclosure sale of the premises until such time as the various litigants the following relief

WHEREFORE, do Plaintiff pray for the entry of a judgment granting LaDuke court,

107. LaDuke will suffer irreparable harm if his right to remitiate is eliminated by the sale before the amount necessary, if any, to do so is determined by the court so that the parties can get correct figures for recompement or redempition.
106. The terms of the equitable mortgage need to be determined by the court so cannot afford to redeem the property by paying the entire amount demanded. occurs, LaDuke will be unable to remitiate the equitable mortgage, and 105. Once the foreclosure sale scheduled by Court on February 25, 2005,

**MISNCTIVE RELIEF
COURT WILL**

- Determine the proper successor to the equitable mortgage, if any.

Award damages against Guttereau and Kline in the amount of \$28,000 in favor of LaDuke, or in the alternative in favor of the equitable mortgage, or her successor, as the equities demand.

Award exemplary damages to LaDuke against Guttereau and Charter and such other defendants whose actions are determined to constitute intentional fraud.

Award damages to LaDuke against all defendants jointly and severally, suffered as a result of the circumstances set forth above.

Award to the amount of actual money damages to be found to have equal to the amount of actual money damages to be found to have suffered as a result of the circumstances set forth above.

Award damages to LaDuke against all defendants jointly and severally, for attorney costs, attorney fees and other incident damages, the is found to have suffered as a result of the circumstances set forth above.

Award such other and further relief as the proof may show, together with an order for costs and attorney fees, plus such other and further remedy as justice and equity demand.

NY Commission on Ethics, Inc., 200.
New York, Gladwin Co., NY
KELLY L. WEISBUHN -

Accusing in the County of Gladwin
My Commisioner Repreter:
NOTARY PUBLIC, Gladwin County, Michigan

Subscribed and sworn to before me this 24th day of February, 2000.

HOWARD J. LAMOUKE, JR.

Dated: 02/24/00

I declare that the statements above are true to the best of my information, knowledge and belief.

Telephone: (989) 684-3300
Roxbury, Michigan 49340
4139 Wilder Road
UAW Legal Services Plan
ALAN D. WALTON (P31789)

Dated: February 24, 2000

Respectfully Submitted,

A jury trial is demanded on all issues so triable.

JURY DEMAND

EXHIBIT

1

U.S. Bankruptcy Judge

Dated

of Title 11 of the United States Bankruptcy Code.

effective despite any conversion of this bankruptcy case to a case under any other chapter notwithstanding the provision of FRBP 1001(a)(3). This Order shall be binding and LaDuke, Jr. is hereby lifted. This Order is effective immediately upon entry by this Court IT IS HEREBY ORDERED that the Automatic Stay as to the Movant, Howard

Response, and the Court being fully advised in the premises;

Case No. 05-1905-CH; and the Court being in receipt of the Motion and Certificate of No against the Debtor in a state court action filed in State of Michigan, 33rd Circuit Court, property located at 2376 Wieman Rd., Beaverton, MI 48612-9454; and his claims PLAN, having filed a Motion for Relief from the Automatic Stay with respect to the real Howard LaDuke, Jr., by and through his Attorneys, UAW-GM LEGAL SERVICES

STAY AND WAIVING THE PROVISION OF FRBP 4001(a)(3)
ORDER GRANTING RELIEF FROM THE AUTOMATIC

ANDREA N. MAKOVIC,
Defendant

v.s.

HOWARD LADUKE, JR.,
Plaintiff

IN RE: ANDREA N. MAKOVIC,
Debtor
Case No. 04-13723
Chapter 7
Judge Joann C. Stevenson

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN